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10 **UNITED STATES DISTRICT COURT**
11 **CENTRAL DISTRICT OF CALIFORNIA**
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13 KRYSTI SEDERHOLM, individually) Case No.: 8:24-cv-01790-CV-DFM
14 and as successor in interest to ROBERT)
15 ANTHONY MORENO,) **ORDER FOR PROTECTIVE ORDER**
16) **REGARDING CONFIDENTIAL**
17 Plaintiff,) **INFORMATION**
18) *[Stipulation for Protective Order filed*
19 vs.) *concurrently herewith]*
20)
21 COUNTY OF ORANGE, an entity,)
22 And DOES 1 through 10, inclusive,)
23) **Mater For Determination Before The**
24) **Honorable Magistrate Judge Douglas**
25 Defendants.) **F. McCormick**
26)
27)
28)

ORDER

The Court, having considered the Parties' Stipulation for Protective Order, and GOOD CAUSE appearing, the Stipulation is hereby GRANTED. A Protective Order is hereby issued as follows:

1. **Confidential Material**: The Protective Order shall apply to materials designated by either party as confidential due to privilege, privacy, or pending or potential criminal investigations or proceedings. All such material shall be designated by the party producing it as "**Confidential Material Subject to Protective Order. USDC Case No.: 8:24-cv-01790-CV-DFM,**" (hereinafter referred to as "the Confidential Material"). The use of any watermark or other means for designating documents as confidential shall not disrupt, distract, overlay, or obstruct the text of the document.

2. **Storage Of Confidential Material**: Immediately upon production by the Disclosing Parties, the Receiving Parties shall personally secure and maintain the Confidential Material in their possession. **The Confidential Material shall not, under any circumstances, be left in an open or unsecured location where unauthorized persons (such as unauthorized employees of counsel, cleaning personnel, etc.) might have access to them.**

3. **Limitation Of Use Of Confidential Material**: Confidential Material shall be used solely in connection with the preparation and trial of the within case, USDC Case No. 8:24-cv-01790-CV-DFM, or any related appellate proceeding, and not for any other purpose, including any other litigation. Receiving Parties **shall not cause or knowingly permit disclosure of the contents of the Confidential Material, in any manner, including orally, beyond the disclosure permitted under the terms and conditions of the Protective Order.** Any such disclosure shall be construed as a violation of the Protective Order.

4. **Inadvertent Disclosure**: If the Disclosing Parties inadvertently produce any Confidential Material without designating it as such, it may be remedied by (1)

1 promptly notifying the other parties of the error; and (2) providing a substitute copy
2 of the Confidential Material with a proper legend. In that event, the parties
3 receiving the inadvertently produced undesignated Confidential Material will: (1)
4 return the previously produced Confidential Material and destroy all copies thereof;
5 and (2) if the Parties have already disseminated the Confidential Material to any
6 person, the Parties will notify all such persons in writing of the need to return such
7 Confidential Material and not to further disseminate it.

8 5. Limitations On The Non-Litigation Use Of Confidential Material: The
9 secrecy and confidentiality of the Confidential Material exchanged during discovery
10 in this action shall be maintained, and all Confidential Material exchanged will be
11 used solely for the litigation of this entitled action. **No Confidential Material or**
12 **copies thereof, nor any transcript, quotation, paraphrase, summary, or other**
13 **description containing Confidential Material shall be reproduced,**
14 **disseminated, or disclosed to any person or used for any purpose except in**
15 **accordance with this Protective Order or by further Order of the Court.**
16 **Specifically, the Receiving Parties may not use such documents, records, or**
17 **other information (or the contents thereof) for any other purpose, including use**
18 **as background material, in unrelated litigation, or for inclusion in books,**
19 **magazines, newspapers, or other publications.** The Receiving Parties are
20 prohibited from placing any of the Confidential Material on the internet.

21 6. Court Filings: If Receiving Parties deem it necessary to file or submit
22 Confidential Materials to the Court in the course of litigation, prior to such
23 disclosure, the Receiving Party must first meet and confer with attorneys for
24 Disclosing Party **no later than three (3) business days** prior to the date Receiving
25 Party intends to file a document containing or referring to Confidential Materials.
26 The parties must discuss the scope and nature of the Confidential Materials sought
27 to be filed or submitted to the Court, including whether the Confidential Materials
28 must be submitted/filed with the Court under seal or may be submitted/filed after

1 redacting sensitive and/or identifying information.

2 7. Other Persons Authorized To Review Confidential Material: The
3 Parties' attorneys of record may be permitted to see originals and obtain copies of
4 the Confidential Material covered by this Protective Order. Also, Defendants,
5 including officers, directors, employees, and experts thereof, may be permitted to
6 review the Confidential Material. Additionally, expert witnesses and other
7 individuals and entities that may be employed or retained by the Receiving Party to
8 assist in the preparation and/or the litigation of this action may be permitted to see
9 originals and obtain copies of the Confidential Material covered by this Protective
10 Order, provided such authorized persons have first executed the written statement
11 set forth in Paragraph 8 below, and comply with the provisions of that section.
12 Plaintiff may be permitted to see originals and obtain copies of the Confidential
13 Material covered by this Stipulation and Protective Order, provided that she has first
14 executed the written statement set forth in paragraph 8 below, and complies with the
15 provisions of that section.

16 8. Applicability Of Protective Order To Other Persons: Prior to the
17 disclosure of any Confidential Material to any authorized person described in
18 Paragraph 7, the Receiving Parties who seek to use or disclose such Confidential
19 Material shall first provide any such authorized person with a copy of the Protective
20 Order, and shall cause him or her to execute the following acknowledgment which
21 will be kept by Receiving Party:

22 "I, _____, do solemnly swear that I
23 am fully familiar with the terms of the Protective Order entered in
24 this action, *Krysti Sederholm, v. County of Orange, et al.*, USDC
25 Case No. 8:24-cv-01790-CV-DFM, and hereby agree to comply
26 with and be bound by the terms and conditions of the said Order
27 with respect to the handling, use and disclosure of and Confidential
28 Material. I understand that I may be subject to penalties for

1 contempt of Court if I violate this Order and hereby consent to the
2 jurisdiction of said Court for purposes of enforcing this Order.

3 Dated: _____ /s/ _____.”

4 This written requirement applies to, but is not limited to, expert witnesses and
5 other individuals and entities that may be employed or retained by the Receiving
6 Parties to assist in the preparation and/or the litigation of this action. The Receiving
7 Parties shall be responsible for maintaining the signed original of each such written
8 statement until the conclusion of these proceedings, including any appeal. Any
9 deposition transcript containing Confidential Material, testimony referring to
10 Confidential Material, or referencing Exhibits containing Confidential Material shall
11 include a copy of the Protective Order and be designated as Confidential Material
12 subject to the terms of the Protective Order.

13 9. No Waiver Of Objections: Nothing in this Protective Order constitutes
14 any decision by the Court concerning discovery disputes or the admission into
15 evidence of any specific document or testimony or liability for payment of any costs
16 of production or reproduction of documents. The parties’ Stipulation for Protective
17 Order also does not constitute a waiver by any party of any right to object to
18 discovery or admission into evidence of any document, record, testimony or other
19 information that is subject to this Protective Order. Nor does any Party waive any
20 privileges, including, but not limited to, the right to privacy, the investigatory files
21 or official information privileges, Evidence Code §§ 1040, 1043, *et seq.*, Penal Code
22 §§ 832.5, 832.7, 832.8, and Government Code §§ 3300, *et seq.*, by entering into the
23 Stipulation for Protective Order.

24 10. Subpoena For Confidential Material: In the event that the Receiving
25 Parties receive a subpoena, discovery request, or other legal process seeking
26 production of Confidential Material, the Receiving Parties must give prompt written
27 notice to the Disclosing Parties. The Receiving Parties shall inform the person or
28 entity seeking the information of the existence of the Protective Order and shall not

1 produce the Confidential Material absent a Court Order requiring such production.

2 11. Objections To Designation Of Confidential Materials: If a Receiving
3 Party wishes to challenge the designation of any items as Confidential Material, it
4 must follow the procedures set forth in this section. The Receiving Party
5 challenging the designation of any items as Confidential Material bears the burden
6 of establishing that the challenged items should not be designated Confidential
7 Material and subject to the Protective Order.

8 The Receiving Party must first provide the Disclosing Party with a list of each
9 challenged item and a written statement of the bases for each challenge. Within
10 seven (7) days of service of the Receiving Party's list and written statement of the
11 bases for the challenge, the Disclosing Party may serve a written response and
12 identify the material Disclosing Party agrees to de-designate as Confidential
13 Material. As to each challenged item the Disclosing Party agrees should not be
14 designated as Confidential Material, Disclosing Party shall serve a non-designated
15 copy of the item at the same time as the service of the written response.

16 As to each challenged item to which the parties do not agree in their initial
17 written exchanges, the counsel for Receiving Party may, no later than fourteen (14)
18 days after the service of the Disclosing Party's written response (or the last date
19 such a response was due), file a regularly noticed motion requesting de-designation
20 of the Confidential Material at issue, subject to the terms above. As to each
21 challenged item that the Court orders de-designated as Confidential Material,
22 Disclosing Party shall serve a copy of the item without the designation of it as
23 Confidential Material no later than seven (7) days after the order is entered.

24 The Parties must treat all items as Confidential Material until such time as the
25 Court's Order de-designating items as Confidential Material is entered.

26 12. Modification: For good cause, any party may seek a modification of
27 the Protective Order, first by attempting to obtain the consent of the other parties to
28 such modification, and then, absent consent, by application to this Court.

1 13. Return Of Confidential Material: No more than thirty (30) calendar days
2 after the conclusion of this case the Receiving Parties and every other person and/or
3 entity who received originals or copies of the Confidential Material shall return all
4 originals, copies of the Confidential Material, and material derived therefrom,
5 including, but not limited to, all log(s) of persons authorized to review the protected
6 documents and the written statement(s) acknowledging the terms and provisions of the
7 Protective Order, to the Disclosing Parties care of:

8 **For Defendants:**

9 Christina M. Sprenger, Esq.
10 Aamir Raza, Esq.
11 Lora K. Dyakova, Esq.
12 LAWRENCE BEACH ALLEN & CHOI, PC
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15 **For Plaintiff:**

16 Christian Contreras, Esq.
17 LAW OFFICES OF CHRISTIAN CONTRERAS, PLC
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19 Los Angeles, California 90012

20 Humberto M. Guizar, Esq.
21 LAW OFFICES OF HUMBERTO GUIZAR
22 3500 West Beverly Boulevard
23 Montebello, California 90640

24 Alternatively, the Receiving Parties and every other person and/or entity who
25 received originals or copies of the Confidential Material may destroy all such material
26 and material derived therefrom within thirty (30) calendar days after the conclusion of
27 this case. Additionally, within thirty (30) calendar days after the conclusion of this
28 case, the Receiving Parties shall send a signed declaration stating that such material
has been destroyed pursuant to the Protective Order.

 This case has concluded when (i) a final judgment has been entered by the

1 Court or the case has otherwise been dismissed with prejudice; (ii) the time for any
2 objection to or request for reconsideration of such a judgment or dismissal has
3 expired; (iii) all available appeals have concluded or the time for such appeals has
4 expired; and (iv) any post appeal proceedings have themselves concluded.

5 14. Survivability Of Order: The Protective Order shall survive the
6 termination of this action, and the Court shall retain jurisdiction to enforce it.

7 15. Duration: Once a case proceeds to trial, all of the information that
8 was designated as confidential or maintained pursuant to this protective order
9 becomes public and will be presumptively available to all members of the public,
10 including the press, unless compelling reasons supported by specific factual findings
11 to proceed otherwise are made to the trial judge in advance of the trial. *See*
12 *Kamakana v. City and County of Honolulu*, 447 F.3d 1172, 1180-81 (9th Cir.
13 2006) (distinguishing “good cause” showing for sealing documents produced in
14 discovery from “compelling reasons” standard when merits-related documents are
15 part of court record). Accordingly, the terms of this protective order do not extend
16 beyond the commencement of the trial.

17 IT IS SO ORDERED.

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19 Date: February 4, 2025

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21 _____
22 Honorable Douglas F. McCormick
23 United States Magistrate District Judge
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